EXHIBIT A

Proposed Final Order

THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: FIRST GUARANTY MORTGAGE CORPORATION, *et al.*,[1] Debtors.	Chapter 11 Case No. 22-10584 (CTG) (Jointly Administered) **Related Docket No. 5**

FINAL ORDER GRANTING MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS: (I) AUTHORIZING USE OF CASH MANAGEMENT PROCEDURES, BANK ACCOUNTS, AND CERTAIN PAYMENT METHODS; (II) PROHIBITING SETOFFS AND FREEZING OF BANK ACCOUNTS; (III) MODIFYING REQUIREMENTS OF SECTION 345(b) OF THE BANKRUPTCY CODE; AND (IV) FOR RELATED RELIEF

Upon consideration of the *Motion of the Debtors for Entry of Interim and Final Orders: (I) Authorizing Use of Cash Management Procedures, Bank Accounts, and Certain Payment Methods; (II) Prohibiting Setoffs and Freezing of Bank Accounts; (III) Modifying Requirements of Section 345(b) of the Bankruptcy Code; and (VI) Related Relief* [Docket No. 5] (the "Motion"), filed by the Debtors[2] and upon consideration of the Declaration, and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b) and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. §

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number are: First Guaranty Mortgage Corporation (9575); and Maverick II Holdings, LLC (5621). The location of the corporate headquarters and the service address for First Guaranty Mortgage Corporation is 5800 Tennyson Parkway, Suite 450, Plano, TX 75024.
[2] Capitalized terms not defined herein shall have the meaning ascribed to them in the Motion or in the Order Granting, On an Interim Basis, Motion of the Debtors for Entry of Interim and Final Orders:(I) Authorizing Use Of Cash Management Procedures, Bank Accounts, And Certain Payment Methods; (II) Prohibiting Setoffs And Freezing Of Bank Accounts; (III) Modifying Requirements Of Section 345(B) Of The Bankruptcy Code; (IV) And For Related Relief [Docket No. 61], as applicable.

157(b)(2), that the Debtors consent to entry of a final order under Article III of the United States Constitution, and venue of this case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause, it is hereby **ORDERED**, **ADJUDGED**, and **DECREED** that:

1. The Motion is GRANTED on a final basis, as set forth herein.

2. The Debtors are authorized in the reasonable exercise of their business judgment, to: (i) utilize their existing Cash Management System and to designate, maintain, and continue to use, with the same account numbers, the Bank Accounts (as identified on an updated Bank Account Chart attached as **Exhibit 1**) and Credit and Electronic Payment Methods, including Credit Cards, on a final basis, subject to monthly caps of $45,000.00 for the Debtors' American Express card and $40,000.00 for the Debtors' Visa card; and (ii) treat such Bank Accounts for all purposes as accounts of the Debtors as debtors-in-possession and to maintain and continue using these accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, provided that once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; provided further that, with respect to checks which the Debtors or their agents print themselves, the Debtors shall begin printing the "Debtor in Possession" legend on such items within ten (10) days of the date of entry of this Order.

3. The Banks are hereby authorized to continue to service and administer all Bank Accounts as accounts of the Debtors as debtors-in-possession without interruption and in the ordinary course in a manner consistent with such practices prior to the Petition Date, and to receive,

process, honor, and pay any and all checks, drafts, wires, or other electronic transfer requests issued, payable through, or drawn on such Bank Accounts after the Petition Date by the holders or makers thereof or other parties entitled to issue instructions with respect thereto, as the case may be; provided, however, that any such checks, drafts, wires, or other electronic transfer requests issued by the Debtors before the Petition Date may be honored only if specifically authorized by an order of this Court.

4. Further, the Banks may rely on the representations of the Debtors with respect to whether any check, item, or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtor pursuant to this Order.

5. The Debtors are authorized to make disbursements from the Bank Accounts other than by check, including, without limitation, via wire transfer, debit card, or other forms of electronic transfer, to the extent consistent with the Debtors' existing cash management practices.

6. The Debtors are authorized to open any new Bank Accounts or close any existing Bank Accounts as it may deem necessary and appropriate in their sole discretion; provided, however, that the Debtors give notice within fifteen (15) days to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in these chapter 11 cases; provided, further, however that the Debtors shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

7. The Banks are authorized to charge and the Debtors are authorized to pay and

honor, or allow to be deducted from the applicable Bank Account, both pre-petition and post-petition service and other fees, costs, charges, and expenses to which the Banks may be entitled under the terms of and in accordance with their contractual arrangements with the Debtors (collectively, the "Bank Fees").

8. For banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, the Debtors shall either (i) transfer funds to a bank that has executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or (ii) use their good-faith efforts to cause the banks to execute a Uniform Depository Agreement in a form prescribed by the Office of the United States Trustee within thirty (30) days of the date of this Order. The Debtors and the U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

9. The Debtors are authorized, but not directed, to continue the Cash Management System and related practices as used in the ordinary course prior to the Petition Date. This includes, without limitation, authorization for the Debtors to disburse through any means or for the applicable party as indicated on the Bank Account Chart to draft funds held in the Bank Accounts for borrower-related disbursements (*e.g.*, property taxes, hazard insurance, or similar disbursements from borrower funds) and other disbursements for funds held as custodian of or for another party, including loan investors who may have contractual entitlements to receipts received by the Debtors (with such borrower-related funds and other custodial disbursements collectively referred to herein as "Custodial Funds"). For the sake of clarity and without in any way limiting the generality of the preceding sentence, attached hereto as **Exhibit 2** is a chart of Bank Accounts

as to which transfers of Custodial Funds are permitted in the ordinary course of the Debtors' business and/or as may be required by agreements entered into by the Debtors prior to the Petition Date; provided, however, that nothing in this Order shall allow the Debtors to use any amounts in any of the Bank Accounts that either (i) constitute the collateral for the Prepetition Loan Facilities[3] or the Prepetition Repo Facilities,[4] including, with respect to each of the foregoing, any cash collateral or proceeds of collateral or (ii) may be subject to any rights of setoff held by Texas Capital Bank, Customers Bank or Flagstar Bank.

10. Debtor First Guaranty Mortgage Corporation ("FGMC") is a party to that certain Mortgage Selling and Servicing Contract, the Fannie Mae Selling Guide, the Fannie Mae Servicing Guide and all supplemental servicing instructions or directives provided by Fannie Mae, all applicable master agreements, recourse agreements, repurchase agreements, indemnification agreements, loss-sharing agreements, and any other agreements between Federal National Mortgage Association (together with any successor thereto, "Fannie Mae") and FGMC, and all as amended, restated or supplemented from time to time (collectively, the "Fannie Mae Lender Contract"), which include, among other rights, the right of Fannie Mae to terminate the Fannie Mae Lender Contract with or without cause. Notwithstanding anything to the contrary in this Order, all funds previously or hereafter collected as servicer for Fannie Mae under the Fannie Mae

[3] "Prepetition Loan Facilities" is defined as (a) Amended and Restated Loan Agreement, dated as of July 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time), by and between FGMC and Customers Bank and any other agreements and documents executed or delivered in connection therewith or pursuant thereto; and (b) Mortgage Warehouse Loan and Security Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time) by and between FGMC and Flagstar Bank, and any other agreements and documents executed or delivered in connection therewith or pursuant thereto.

[4] "Prepetition Repo Facilities" is defined as (a) Second Amended and Restated Master Repurchase Agreement, dated as of October 9, 2019 (as amended, restated, supplemented or otherwise modified from time to time), by and between FGMC and Customers Bank; (b) Mortgage Warehouse Agreement, dated as of August 14, 2020 (as amended, restated, supplemented or otherwise modified from time to time), by and between FGMC and Texas Capital Bank, National Association; and (c) Master Repurchase Agreement, dated as of October 25, 2012 (as amended, restated, supplemented or otherwise modified from time to time), by and between FGMC and J.V.B Financial Group, LLC, as successor by merger to C&Co./PrinceRidge LLC.

Lender Contract, including all funds previously or hereafter collected by any sub-servicer (collectively, the "Fannie Mae Payments"), are and shall remain property of Fannie Mae at all times, including without limitation any funds held in any custodial accounts (as referenced in the Fannie Mae Lender Contract) and the custodial accounts identified on Exhibit 2. Such funds shall be remitted to Fannie Mae in such amounts and at such times as provided under the terms of the Fannie Mae Lender Contract. Furthermore, any funds remitted by Fannie Mae to FGMC post-petition (whether on account of pre-petition or post-petition transactions) shall be handled as provided in the Fannie Mae Lender Contract, including return of any excess owed to Fannie Mae thereunder. Fannie Mae payments held in blocked accounts may be released on such terms and conditions as may be acceptable to Fannie Mae. For the avoidance of any doubt, the Segregated Payments shall not include any Fannie Mae Payments and nothing in this Order shall limit, impact, impair or affect, in any way, the obligations of FGMC (or any sub-servicer for loans currently owned or hereafter acquired by Fannie Mae) under the Fannie Mae Lender Contract, nor shall this Order impact Fannie Mae's rights with respect to FGMC or any sub-servicer under the Fannie Mae Lender Contract. Nothing herein gives the Debtors, any warehouse lenders, or any other party any interest in the mortgages and loans (or the proceeds thereof) owned by Fannie Mae and serviced pursuant to the Fannie Mae Lender Contract, the servicing rights associated therewith, or the Fannie Mae Lender Contract. Fannie Mae reserves all rights under the Fannie Mae Lender Contract. To the extent of any inconsistency between the Fannie Mae Lender Contract and this Order, the Fannie Mae Lender Contract shall control. To the extent that Fannie Mae or Freddie Mac is granted different or additional rights or protections hereunder, Fannie Mae or Freddie Mac shall have the option (but not the obligation) to adopt comparable rights and protections at any time.

11. FGMC is subject to the Freddie Mac Single-Family Seller/Servicer Guide ("Freddie Mac Guide"), the Freddie Mac Single-Family/Servicer Guide Plus Additional Provisions, certain applicable Master Agreements (as defined in the Freddie Mac Guide), the Purchase Contracts (as defined in the Freddie Mac Guide), Pricing Identifier Terms (as defined in the Freddie Mac Guide), supplements, addendums, Bulletins (as defined in the Freddie Mac Guide), directives, terms of business and any other agreements between the Debtors and Federal Home Loan Mortgage Corporation ("Freddie Mac"), as amended, restated or supplemented from time to time (collectively, the "Freddie Mac Agreements"), which provide Freddie Mac the right, among other things, to: (i) terminate, at any time, all, or any portion of, Servicing (as defined by the Freddie Mac Agreements) by FGMC, and/or to suspend or disqualify FGMC as Seller or Servicer (as defined in the Freddie Mac Agreements), with or without cause, and (ii) sell, or have transferred, the Freddie Mac Servicing Contract Rights (as defined in the Freddie Mac Agreements) associated with mortgage loans that have been sold to, or subsequently acquired by, Freddie Mac (the "Freddie Mac Loans"), with any such sale or transfer being subject to Freddie Mac and its conservator, Federal Housing Finance Agency's, consent. Notwithstanding anything to the contrary in this Order, funds previously collected by, or which shall hereafter be collected by, FGMC as Servicer (as defined in the Freddie Mac Agreements) for Freddie Mac under the Freddie Mac Agreements (including, without limitation, any and all funds previously, or which shall hereafter be, collected by any sub-servicer on account of any Freddie Mac Loans) (collectively, the "Freddie Mac Payments") are, and shall remain, at all times, the exclusive property of Freddie Mac (including, without limitation, any funds held in any Custodial Account (as defined in the Freddie Mac Agreements) and the Custodial Account identified on Exhibit 2), all of which funds shall be remitted to Freddie Mac in such amounts, and at such times, as provided for under the

terms of the Freddie Mac Agreements. For the avoidance of any doubt, the Segregated Payments shall not include any Freddie Mac Payments and nothing in this Order shall limit, impact, impair or affect, in any way, the obligations of either FGMC (or any sub-servicer for Freddie Mac Loans) under any Freddie Mac Agreement, nor shall this Order impact Freddie Mac's rights with respect to FGMC or any sub-servicer under the Freddie Mac Agreements. Nothing in this Order gives the Debtors, any warehouse lenders, or any other party any interest in: (i) any Freddie Mac Loans or the proceeds thereof; (ii) any Servicing Contract Rights (as defined in the Freddie Mac Agreements) associated with Freddie Mac Loans; or (iii) the Freddie Mac Agreements. Freddie Mac reserves all of its rights under the Freddie Mac Agreements, the Freddie Mac Loans, the Freddie Mac Servicing Contract and related Freddie Mac Servicing Contract Rights. Notwithstanding anything to the contrary in this Order, to the extent there is any inconsistency between this Order and the Freddie Mac Agreements that relate to Freddie Mac Loans, the Freddie Mac Agreements shall explicitly supersede and control.

12. As to Banks which are not party to a Uniform Depository Agreement with the United States Trustee for the District of Delaware (a "UDA"), the requirements of § 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines are suspended on an interim basis for a period of forty-five (45) days from entry of this Order such that the Debtors are hereby permitted to maintain their deposits in their non-UDA Bank Accounts in accordance with their existing practices without prejudice to the Debtors' ability to seek additional extensions of the forty-five (45) day time period, and the rights and objections of the United States Trustee for the District of Delaware are fully reserved.

13. Subject to § 553 of the Bankruptcy Code, the Banks are prohibited from offsetting, affecting, freezing, or otherwise impeding the Debtors' use of any funds deposited in the Bank

Accounts on or before the Petition Date, on account of, or by reason of, any claim (as defined in § 101(5)) of any such Bank against the Debtors that arose before the Petition Date, absent further order of the Court. Nothing herein shall affect any other party's rights under section 553 of the Bankruptcy Code, if any.

14. Notwithstanding paragraph 13 above, pursuant to §§ 362, 555, and 559 of the Bankruptcy Code, Texas Capital Bank and Customers Bank are authorized to exercise their rights and remedies to liquidate, accelerate and/or terminate their relevant repurchase agreements with FGMC and any related documents, and to the extent not within the scope of § 362(b)(6) or (7), the automatic stay is hereby lifted to allow Texas Capital Bank and Customers Bank to exercise such rights and remedies and/or to set off against any amounts of the Debtors held by Texas Capital Bank or Customers Bank that constitute proceeds of their collateral.

15. The Debtors shall maintain accurate and detailed records of all transfers, including intercompany transfers, so that all transactions may be readily ascertained, traced, recorded properly, and distinguished between prepetition and post-petition transactions.

16. For banks at which the Debtors hold bank accounts that are party to a UDA, within fifteen (15) days of the date of entry of this Order the Debtors shall (a) contact each bank, (b) provide the bank with each of the Debtors' employer identification numbers and (c) identify each of their bank accounts held at such banks as being held by a debtor in possession in a bankruptcy case.

17. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in this Order, nor any payment made pursuant to this Order, shall constitute, or is intended to constitute, an admission as to the validity or priority of any claim against the Debtors, a waiver of the Debtors' rights to subsequently dispute such claim, or the assumption or adoption

of any agreement, contract, or lease under § 365 of the Bankruptcy Code.

18. Despite the use of a consolidated cash management system, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of who pays those disbursements.

19. Notwithstanding anything in this order to the contrary, the relief sought by the Debtors in ¶¶ 5, 6, 9, and 13 of this Order shall not apply to any of the Bank Accounts on the chart attached as **Exhibit 3**[5], without the prior written consent of (i) with respect to the Segregated Warehouse Bank Accounts, the party named in the "Description of Bank Account" column in Exhibit 3, and (ii) in the case of the other accounts listed on Exhibit 3, the account bank. In the event of a conflict between this Order and the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Operational Cash Flow Financing; (II) Authorizing the Debtors to Use Cash Collateral; (III) Granting Liens and Providing Super-Priority Administrative Expense Status; (IV) Granting Adequate Protection; (V) Modifying the Automatic Stay and (VI) Granting Related Relief* (the "Final Cash Flow DIP Order"), the Final Cash Flow DIP Order shall control. For the avoidance of doubt, the Debtors shall be permitted to use the Bank Account at Texas Capital Bank ending in the last four digits of 7572 for the purpose of payroll-related disbursements solely from proceeds of the Cash Flow DIP Loan.

20. FGMC shall segregate and account for any payments that FGMC receives from any subservicer with respect to the Prepetition Loan Facilities or the Prepetition Repo Facilities (collectively, the "Warehouse Facilities" and each a "Warehouse Facility") or otherwise related to

[5] Exhibit 3 includes: (i) five (5) new accounts at Signature Bank recently opened by the Debtors, which will hold remittances to be segregated as agreed by the Debtors in the *Stipulation Pursuant to 11 U.S.C. 363(c)(4) Preserving Status Quo Regarding Customers Bank Cash Collateral* [Docket No. 138] and as set forth herein, and as identified on Exhibit 3 (such accounts, the "Segregated Warehouse Bank Accounts") and (ii) the accounts held by Deutsche Bank pursuant to the Amended and Restated Joint Securities Account Control Agreement dated as of August 11, 2017 (as amended, restated, supplemented or modified from time to time, the "JSACA") by and among Deutsche Bank National Trust Company, Customers, Flagstar, and TCB.

the mortgage loans backing the Warehouse Facilities and any portion of the payments that FGMC receives from the Agencies or otherwise related to the loans backing the Warehouse Facilities (collectively, the "Segregated Payments") and shall deposit all Segregated Payments solely in the Segregated Warehouse Bank Account related to the applicable Warehouse Facility. The Segregated Payments are proceeds of the mortgage loans and related securities under the applicable Warehouse Facility, and the Segregated Payments shall be free and clear of all liens other than the liens on the property of which they are proceeds. FGMC shall have no right to use the Segregated Payments. For the avoidance of doubt:

a. The Segregated Payments shall not include payments on mortgage loans that have been purchased by Freddie Mac or Fannie Mae, and nothing herein prejudices Freddie Mac's or Fannie Mae's rights and interests;

b. The Segregated Payments shall not include payments on mortgage loans collateralized in connection with mortgage-backed securities guaranteed by Ginnie Mae (the "Ginnie Securitized Mortgage Loans"). Nothing in this Order shall affect or impair Ginnie Mae's rights and interests nor shall it affect or impair FGMC's (or any subservicer with respect to the Prepetition Loan Facilities or the Prepetition Repo Facilities) rights and obligations pursuant to any Ginnie Mae agreement regarding Ginnie Securitized Mortgage Loans, including but not limited to, obligations to deposit payments on Ginnie Securitized Mortgage Loans into appropriate custodial accounts related thereto, and remit all funds timely to security holders;

c. After a mortgage loan becomes a Ginnie Securitized Mortgage Loan, FGMC and any subservicer with respect to the Prepetition Loan Facilities or the

Prepetition Repo Facilities shall no longer segregate payments on such loan; and

d. Nothing in this Order shall impair or affect FGMC's (or any subservicer with respect to the Prepetition Loan Facilities or the Prepetition Repo Facilities) obligations pursuant to any Ginnie Mae agreement, or other agreement with any agency or instrumentality of the United States, to hold in a segregated escrow account all taxes, insurance (hazard and flood), mortgage insurance premium (MIP) payments or to pay funding fees, guaranty fees, technology fees or other payments required in connection with mortgage loans, including but not limited to those insured or guaranteed by the Federal Housing Administration (FHA), the U.S. Department of Veterans Affairs (VA), and the U.S. Department of Agriculture's Rural Housing Service (RHS).

21. Beginning Monday, July 18, at 9:00 a.m. ET, and on a weekly basis thereafter, FGMC shall provide each Warehouse Lender with information as received from the subservicers, regarding the expected Segregated Payments, including identifying the accounts the payments will be deposited into, the payment amounts, the dates of payments, and the related payment history that reconciles to the total amount of payments being remitted for tracking and potential sale approval purposes.

22. To the extent applicable, the requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

23. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

24. This Court shall retain jurisdiction to hear and determine all matters arising from

the implementation of this Order.

Exhibit 1

DRAFT DOCUMENT SUBJECT TO MATERIAL CHANGE

Bank Statement Name	Bank Account # (Last 4)	Account Type	Bank Name	Draft Account? Yes/No	Drafting Party	Description of Bank Account	Balance USD 7/20	Average Bank Fees Each Month	Estimated Amount of Bank Fees Due Pre-Petition
First Guaranty Mortgage Corporation	2029	Warehouse Lending	Customers Bank	Y	Customers Bank	Customers-Warehouse Lending Account	$ 590,206	$ 25,000	$ 25,000
First Guaranty Mortgage Corporation	2442	203K Master Account	Customers Bank	-	-	Customers-203K-Master Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation PIMCO Extra Deposit	6097	PIMCO Extra Deposit	Customers Bank	Y	Customers Bank	Customers Bank PIMCO Extra Deposit	$ 6,000,123	$ -	$ -
First Guaranty Mortgage Corporation	0749	Warehouse Lending	Flagstar Bank	Y	Flagstar Bank	Flagstar-Warehouse Lending Account	$ (125,634)	$ -	$ -
First Guaranty Mortgage Corporation	0814	Checking	Flagstar Bank	-	-	Flagstar-Simply Business Checking	$ 120	$ 40	$ 40
First Guaranty Mortgage Corporation	0864	Pledged	Flagstar Bank	Y	Flagstar Bank	Flagstar-Pledged Acct (Business MM Acct)	$ 501,616	$ -	$ -
First Guaranty Mortgage Corporation Participation Account	4101	Participation	Texas Capital Bank	Y	Texas Capital Bank	TCB-Participation Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation Remittance Account	4119	Remittance	Texas Capital Bank	Y	Texas Capital Bank	TCB-Remittance Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation Operating	5230	Custodial Account*	Texas Capital Bank	-	-	TCB-Operating Account	$ 928,321	$ 13,000	$ 13,000
First Guaranty Mortgage Corporation Repo Funding Account	7482	Checking	Texas Capital Bank	-	-	TCB-FGMC Repo Funding Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation Payroll Account	7572	Checking (Payroll)	Texas Capital Bank	-	-	TCB Payroll Account	$ 509,665	$ -	$ -
First Guaranty Mortgage Corporation Escrow Holdbacks	4578	Custodial Account	Texas Capital Bank	-	-	TCB - Escrow Holdback	$ 91,927	$ -	$ -
First Guaranty Mortgage Corporation	7855	Money Market	Texas Capital Bank	-	-	TCB - Money Market	$ -	$ -	$ -
First Guaranty Mortgage Corporation FSA Reimbursements	9841	Custodial Account	Texas Capital Bank	Y	Cigna/FSA	TCB - FSA Reimbursement	$ 8,797	$ -	$ -
First Guaranty Mortgage Corporation Subserviced by Rushmore Loan Management Services LLC as Agent Trustee &/or Bailee for Fannie Mae &/or payments of	5659	Custodial Account*	Texas Capital Bank	Y	FNMA	TCB- FGMC - FNMA AA	$ 379,328	$ -	$ -
First Guaranty Mortgage Corporation Subserviced by Rushmore Loan Management Services LLC as Agent Trustee &/or Bailee for Fannie Mae &/or payments of	5667	Custodial Account*	Texas Capital Bank	Y	FNMA	TCB - FGMC - FNMA MBS	$ 2,211,895	$ -	$ -
First Guaranty Mortgage Corporation as Custodian &/or bailee for Federal Home Loan Mortgage corp &/or var owners of int in mortgages &/or mortgage	6970	Custodial Account*	Texas Capital Bank	Y	FHLMC	TCB - FGMC FHLMC P&I	$ 46,018	$ -	$ -
First Guaranty Mortgage Corporation	0336	Certificate of Deposit	Texas Capital Bank	Y	Tysons' Corner Owner LLC	TCB-Certificate of deposit	$ 55,090	$ -	$ -
First Guaranty Mortgage Corporation Certificate of Deposit	0342	Certificate of Deposit	Texas Capital Bank	Y	GNMA	TCB-Certificate of deposit	$ 77,912	$ -	$ -
First Guaranty Mortgage Corporation Reserve Account	4910	Pledged	Texas Capital Bank	Y	Texas Capital Bank	TCB-Pledged/Reserve Account	$ 1,419,274	$ -	$ -
First Guaranty Mortgage Corporation Client's POC Trust Account	6371	Custodial Account*	Wells Fargo	-	-	Wells-Client POC Trust Account	$ 112,197	$ 500	$ 500
First Guaranty Mortgage Corporation Trustee of p&i custodial account or p&i disbursement account for various ginnie mae mortgage backed securities pools or loan packages	2109	Custodial Account*	Customers Bank	Y	GNMA	Customers Bank Ginnie Mae P&I	$ 299,373	$ -	$ -
First Guaranty Mortgage Corporation central p&i clearing account in trust for Massachusetts Mutual Life Insurance Company mortgage loan portfolios	9355	Custodial Account*	Texas Capital Bank	Y	Mass Mutual/Barings	TCB-FGMC Central P&I for Mass Mutual (Custodial & Advance)	$ -	$ -	$ -
First Guaranty Mortgage Corporation central p&i clearing account for various Everbank ebo portfolios	0064	Custodial Account*	Texas Capital Bank	Y	Everbank/TIAA	TCB-FGMC Central P&I for EverBank (Custodial)	$ -	$ -	$ -
First Guaranty Mortgage Corporation central p&i clearing account for various Everbank ebo portfolios	0072	Custodial Account*	Texas Capital Bank	Y	Guaranty Bank	TCB-FGMC Central P&I for Guaranty Bank (Custodial)	$ -	$ -	$ -
First Guaranty Mortgage Corporation Escrow Account	3944	Custodial Account	Texas Capital Bank	-	-	TCB-FBC T&I Escrow (Custodial)	$ 126,117	$ -	$ -
First Guaranty Mortgage Corporation FHA VA USDA	0056	Custodial Account	Texas Capital Bank	Y	HUD, VA, USDA	TCB-FBC MIP (Custodial)	$ 478	$ -	$ -
First Guaranty Mortgage Corporation trustee of servicer's escrow account for various mortgagors, Ginnie Mae mortgage backed securities	8199	Custodial Account	Wells Fargo	Y	Ginnie	Wells - FGMC- GNMA I II - Escrow	$ 1,855,418	$ -	$ -
First Guaranty Mortgage Corporation trustee of servicer's escrow account for various mortgagors, Ginnie Mae mortgage backed securities	8207	Custodial Account	Wells Fargo	Y	Ginnie	Wells - FGMC- GNMA III - Escrow 203K	$ 34,258	$ -	$ -
First Guaranty Mortgage Corporation Claims Clearing Account	4876	Custodial Account	Wells Fargo	Y	FGMC	Wells - FGMC - Claims Clearing	$ 352,612	$ -	$ -
First Guaranty Mortgage Corporation Securities Account Control Agreement	16SC.1	Custodial Account	Deutsche Bank	Y	Deutsche Bank	Securities Account	$ -		
First Guaranty Mortgage Corporation Securities Account Control Agreement	16SC.2	Custodial Account	Deutsche Bank	Y	Deutsche Bank	Cash Proceeds Account	$ -	$ 3,000	$ 3,000
First Guaranty Mortgage Corporation Securities Account Control Agreement	16SC.3	Custodial Account	Deutsche Bank	Y	Deutsche Bank	Cash Sales Account	$ -		
FGMC/ FGMC Master Trust V securities custody	17SC.1	Operating	Deutsche Bank	-	-	Inactive Account	$ -	$ -	$ -
FGMC/ FGMC Master Trust V securities custody	17SC.2	Cash Proceeds Account	Deutsche Bank	-	-	Inactive Account	$ -	$ -	$ -
FGMC/ FGMC Master Trust V securities custody	17SC.3	Cash Sales Account	Deutsche Bank	-	-	Inactive Account	$ -	$ -	$ -
Computershare Inc aaf KCC Client Funds – Beneficiary for First Guaranty Mortgage Corporation (3584)	5330	Operating	Bank of America	-	-	Operating Account	$ -	$ -	$ -
Computershare Inc aaf KCC Client Funds – Beneficiary for First Guaranty Mortgage Corporation (3604)	5330	Loan Funding	Bank of America	-	-	Operating Account	$ -		
First Guaranty Mortgage Corporation DIP Opearting Account	2571	Main Operating	Signature Bank	-	-	Operating Account	$ 3,875,428	$ -	$ -
First Guaranty Mortgage Corporation DIP Utility Deposits	3462	Utility Account	Signature Bank	-	-	Utility Deposits Account	$ 3,210	$ -	$ -
First Guaranty Mortgage Corporation DIP Borrower Escrows	3470	Custodial Account	Signature Bank	-	-	Escrow Account	$ 3,294	$ -	$ -
First Guaranty Mortgage Corporation DIP Mortgage Insurance Premiums	3489	Custodial Account	Signature Bank	-	-	Mortgage Insurance Premium Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP Mortgage Loan Funding Account	3454	Custodial Account	Signature Bank	-	-	Funding Account	$ 1,748,083	$ -	$ -
First Guaranty Mortgage Corporation DIP Client POC Trust Account	8381	Custodial Account	Signature Bank	-	-	Client POC	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP Claims Clearing	8403	Custodial Account	Signature Bank	-	-	Claims Clearing	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP TCB	8411	Segregated Warehouse Bank Accounts	Signature Bank	-	-	TCB	$ 942,831	$ -	$ -
First Guaranty Mortgage Corporation DIP Customers Bank	8438	Segregated Warehouse Bank Accounts	Signature Bank	-	-	Customers	$ 186,191	$ -	$ -
First Guaranty Mortgage Corporation DIP JVB	8446	Segregated Warehouse Bank Accounts	Signature Bank	-	-	JBV	$ 1,644,707	$ -	$ -
First Guaranty Mortgage Corporation DIP Flagstar	8454	Segregated Warehouse Bank Accounts	Signature Bank	-	-	Flagstar	$ 69,380	$ -	$ -
First Guaranty Mortgage Corporation DIP FGMC FNMA	8489	Custodial Account	Signature Bank	-	-	FNMA	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP FGMC FHLMC	8497	Custodial Account	Signature Bank	-	-	FHLMC	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP FGMC GNMA	8500	Custodial Account	Signature Bank	-	-	GNMA	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP B2 FIE XI LLC Prepetition	8519	Segregated Warehouse Bank Accounts	Signature Bank	-	-	B2 FIE XI LLC Prepetition	$ -	$ -	$ -
First Guaranty Mortgage/Joint Securities	FG14SC.1	Custodial Account	Deutsche Bank	-	-	Cash Settlement Account	$ -	$ -	$ -
First Guaranty Mortgage/Joint Securities	FG14SC.2	Custodial Account	Deutsche Bank	-	-	Custodial Account	$ -	-	-

Exhibit 2

DRAFT DOCUMENT SUBJECT TO MATERIAL CHANGE

Bank Statement Name	Bank Account # (Last 4)	Account Type	Bank Name	Draft Account? Yes/No	Drafting Party	Description of Bank Account	Balance USD 7/20	Average Bank Fees Each Month	Estimated Amount of Bank Fees Due Pre-Petition
First Guaranty Mortgage Corporation Escrow Holdbacks	4578	Custodial Account	Texas Capital Bank	-	-	TCB - Escrow Holdback	$ 91,927	$ -	$ -
First Guaranty Mortgage Corporation FSA Reimbursements	9841	Custodial Account	Texas Capital Bank	Y	Cigna/FSA	TCB - FSA Reimbursement	$ 8,797	$ -	$ -
First Guaranty Mortgage Corporation Subserviced by Rushmore Loan Management Services LLC as Agent Trustee &/or Bailee for Fannie Mae &/or payments of	5659	Custodial Account*	Texas Capital Bank	Y	FNMA	TCB- FGMC - FNMA AA	$ 379,328	$ -	$ -
First Guaranty Mortgage Corporation Subserviced by Rushmore Loan Management Services LLC as Agent Trustee &/or Bailee for Fannie Mae &/or payments of	5667	Custodial Account*	Texas Capital Bank	Y	FNMA	TCB - FGMC - FNMA MBS	$ 2,211,895	$ -	$ -
First Guaranty Mortgage Corporation as Custodian &/or bailee for Federal Home Loan Mortgage corp &/or var owners of int in mortgages &/or mortgage	6970	Custodial Account*	Texas Capital Bank	Y	FHLMC	TCB - FGMC FHLMC P&I	$ 46,018	$ -	$ -
First Guaranty Mortgage Corporation Operating	5230	Custodial Account*	Texas Capital Bank	-	-	TCB-Operating Account	$ 928,321	$ 13,000	$ 13,000
First Guaranty Mortgage Corporation Client's POC Trust Account	6371	Custodial Account*	Wells Fargo	-	-	Wells-Client POC Trust Account	$ 112,197	$ 500	$ 500
First Guaranty Mortgage Corporation Trustee of p&i custodial account or p&i disbursement account for various ginnie mae mortgage backed securities pools or loan packages	2109	Custodial Account*	Customers Bank	Y	GNMA	Customers Bank Ginnie Mae P&I	$ 299,373	$ -	$ -
First Guaranty Mortgage Corporation central p&i clearing account in trust for Massachusetts Mutual Life Insurance Company mortgage loan portfolios	9355	Custodial Account*	Texas Capital Bank	Y	Mass Mutual/Barings	TCB-FGMC Central P&I for Mass Mutual (Advance & Custodial)	$ -	$ -	$ -
First Guaranty Mortgage Corporation central p&i clearing account for various Everbank ebo portfolios	0064	Custodial Account*	Texas Capital Bank	Y	Everbank/TIAA	TCB-FGMC Central P&I for EverBank (Custodial)	$ -	$ -	$ -
First Guaranty Mortgage Corporation central p&i clearing account for various Everbank ebo portfolios	0072	Custodial Account*	Texas Capital Bank	Y	Guaranty Bank	TCB-FGMC Central P&I for Guaranty Bank (Custodial)	$ -	$ -	$ -
First Guaranty Mortgage Corporation Escrow Account	3944	Custodial Account	Texas Capital Bank	-	-	TCB-FBC T&I Escrow (Custodial)	$ 126,117	$ -	$ -
First Guaranty Mortgage Corporation FHA VA USDA	0056	Custodial Account	Texas Capital Bank	Y	HUD, VA, USDA	TCB-FBC MIP (Custodial)	$ 478	$ -	$ -
First Guaranty Mortgage Corporation trustee of servicer's escrow account for various mortgagors, Ginnie Mae mortgage backed securities	8199	Custodial Account	Wells Fargo	Y	Ginnie	Wells - FGMC- GNMA I II - Escrow	$ 1,855,418	$ -	$ -
First Guaranty Mortgage Corporation trustee of servicer's escrow account for various mortgagors, Ginnie Mae mortgage backed securities	8207	Custodial Account	Wells Fargo	Y	Ginnie	Wells - FGMC- GNMA III - Escrow 203K	$ 34,258	$ -	$ -
First Guaranty Mortgage Corporation Claims Clearing Account	4876	Custodial Account	Wells Fargo	Y	FGMC	Wells - FGMC - Claims Clearing	$ 352,612	$ -	$ -
First Guaranty Mortgage Corporation DIP Borrower Escrows	3470	Custodial Account	Signature Bank	-	-	Escrow Account	$ 3,294	$ -	$ -
First Guaranty Mortgage Corporation DIP Mortgage Insurance Premiums	3489	Custodial Account	Signature Bank	-	-	Mortgage Insurance Premium Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP Mortgage Loan Funding Account	3454	Custodial Account	Signature Bank	-	-	Funding Account	$ 1,748,083	$ -	$ -
First Guaranty Mortgage Corporation DIP Client POC Trust Account	8381	Custodial Account	Signature Bank	-	-	Client POC	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP Claims Clearing	8403	Custodial Account	Signature Bank	-	-	Claims Clearing	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP FGMC FNMA	8489	Custodial Account	Signature Bank	-	-	FNMA	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP FGMC FHLMC	8497	Custodial Account	Signature Bank	-	-	FHLMC	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP FGMC GNMA	8500	Custodial Account	Signature Bank	-	-	GNMA	$ -	$ -	$ -

** May include some Debtor funds*

Exhibit 3

DRAFT DOCUMENT SUBJECT TO MATERIAL CHANGE

Bank Statement Name	Bank Account # (Last 4)	Account Type	Bank Name	Draft Account? Yes/No	Drafting Party	Description of Bank Account	Balance USD 7/20	Average Bank Fees Each Month	Estimated Amount of Bank Fees Due Pre-Petition
First Guaranty Mortgage Corporation	2029	Warehouse Lending	Customers Bank	Y	Customers Bank	Customers-Warehouse Lending Account	$ 590,206	$ 25,000	$ 25,000
First Guaranty Mortgage Corporation	2442	203K Master Account	Customers Bank	-	-	Customers-203K-Master Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation PIMCO Extra Deposit	6097	PIMCO Extra Deposit	Customers Bank	Y	Customers Bank	Customers Bank PIMCO Extra Deposit	$ 6,000,123	$ -	$ -
First Guaranty Mortgage Corporation	0749	Warehouse Lending	Flagstar Bank	Y	Flagstar Bank	Flagstar-Warehouse Lending Account	$ (125,634)	$ -	$ -
First Guaranty Mortgage Corporation	0814	Checking	Flagstar Bank	-	-	Flagstar-Simply Business Checking	$ 120	$ 40	$ 40
First Guaranty Mortgage Corporation	0864	Pledged	Flagstar Bank	Y	Flagstar Bank	Flagstar-Pledged Acct (Business MM Acct)	$ 501,616	$ -	$ -
First Guaranty Mortgage Corporation Participation Account	4101	Participation	Texas Capital Bank	Y	Texas Capital Bank	TCB-Participation Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation Remittance Account	4119	Remittance	Texas Capital Bank	Y	Texas Capital Bank	TCB-Remittance Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation Repo Funding Account	7482	Checking	Texas Capital Bank	-	-	TCB-FGMC Repo Funding Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation	7855	Money Market	Texas Capital Bank	-	-	TCB - Money Market	$ -	$ -	$ -
First Guaranty Mortgage Corporation	0336	Certificate of Deposit	Texas Capital Bank	Y	Tysons' Corner Owner LLC	TCB-Certificate of deposit	$ 55,090	$ -	$ -
First Guaranty Mortgage Corporation Certificate of Deposit	0342	Certificate of Deposit	Texas Capital Bank	Y	GNMA	TCB-Certificate of deposit	$ 77,912	$ -	$ -
First Guaranty Mortgage Corporation Reserve Account	4910	Pledged	Texas Capital Bank	Y	Texas Capital Bank	TCB-Pledged/Reserve Account	$ 1,419,274	$ -	$ -
FGMC/ FGMC Master Trust V securities custody	17SC.1	Operating	Deutsche Bank	-		Inactive Account	$ -	$ -	$ -
FGMC/ FGMC Master Trust V securities custody	17SC.2	Cash Proceeds Account	Deutsche Bank	-		Inactive Account	$ -	$ -	$ -
FGMC/ FGMC Master Trust V securities custody	17SC.3	Cash Sales Account	Deutsche Bank	-		Inactive Account	$ -	$ -	$ -
First Guaranty Mortgage Corporation DIP TCB	8411	Segregated Warehouse Bank Accounts	Signature Bank	-	-	TCB	$ 942,831	$ -	$ -
First Guaranty Mortgage Corporation DIP Customers Bank	8438	Segregated Warehouse Bank Accounts	Signature Bank	-	-	Customers	$ 186,191	$ -	$ -
First Guaranty Mortgage Corporation DIP JVB	8446	Segregated Warehouse Bank Accounts	Signature Bank	-	-	JBV	$ 1,644,707	$ -	$ -
First Guaranty Mortgage Corporation DIP Flagstar	8454	Segregated Warehouse Bank Accounts	Signature Bank	-	-	Flagstar	$ 69,380	$ -	$ -
First Guaranty Mortgage Corporation DIP B2 FIE XI LLC Prepetition	8519	Segregated Warehouse Bank Accounts	Signature Bank	-	-	B2 FIE XI LLC Prepetition	$ -	$ -	$ -
First Guaranty Mortgage Corporation Securities Account Control Agreement	16SC.1	Custodial Account	Deutsche Bank	Y	Deutsche Bank	Securities Account	$ -		
First Guaranty Mortgage Corporation Securities Account Control Agreement	16SC.2	Custodial Account	Deutsche Bank	Y	Deutsche Bank	Cash Proceeds Account	$ -	$ 3,000	$ 3,000
First Guaranty Mortgage Corporation Securities Account Control Agreement	16SC.3	Custodial Account	Deutsche Bank	Y	Deutsche Bank	Cash Sales Account	$ -		
First Guaranty Mortgage/Joint Securities	FG14SC.1	Custodial Account	Deutsche Bank	-		Cash Settlement Account	$ -	$ -	$ -
First Guaranty Mortgage/Joint Securities	FG14SC.2	Custodial Account	Deutsche Bank	-		Custodial Account	$ -		